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COSTCO WHOLESALE CORPORATION

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

MARILYN RAMOS CARABALLO,

Plaintiff,

vs.

COSTCO WHOLESALE  
CORPORATION and DOES 1 to 50,  
Inclusive,

Defendant(s).

Case No. 2:23-cv-09514-MRA-AJR  
[Assigned to District Judge Monica Ramirez  
Almadani and Magistrate Judge A. Joel  
Richlin]

**~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER**

**1. GENERAL**

1.1 Purposes and Limitations. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in

1 Section 12.3, below, that this Stipulated Protective Order does not entitle them to file  
2 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that  
3 must be followed and the standards that will be applied when a party seeks permission  
4 from the court to file material under seal.

5 1.2 Good Cause Statement. This action involves a slip and fall within a Costco  
6 retail store. Evidence or potential evidence that will be disclosed in discovery is  
7 expected to include confidential and proprietary information and documents regarding  
8 business practices pertaining to safety and other matters which are generally unavailable  
9 to the public and could be exploited by actors (e.g. criminals) who have no interest in or  
10 need for evidence produced in this case for their own unlawful purposes. Likewise,  
11 evidence shall include surveillance footage which is likewise generally unavailable to  
12 the public. This footage invokes the same concerns as the other information discussed  
13 above, and potentially implicates third party privacy concerns as well.

14 Accordingly, to expedite the flow of information, to facilitate the prompt  
15 resolution of disputes over confidentiality of discovery materials, to adequately protect  
16 information the parties are entitled to keep confidential, to ensure that the parties are  
17 permitted reasonable necessary uses of such material in preparation for and in the  
18 conduct of trial, to address their handling at the end of the litigation, and serve the ends  
19 of justice, a protective order for such information is justified in this matter. It is the  
20 intent of the parties that information will not be designated as confidential for tactical  
21 reasons and that nothing be so designated without a good faith belief that it has been  
22 maintained in a confidential, non-public manner, and there is good cause why it should  
23 not be part of the public record of this case.

## 24 2. DEFINITIONS

25 2.1 Action: *Marilyn Ramos Caraballo v. Costco Wholesale Corporation*, Case  
26 No.: 2:23-cv-09514-MRA-AJR.

27 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
28 information or items under this Order.

1           2.3    “CONFIDENTIAL” Information or Items: information (regardless of how  
2 it is generated, stored or maintained) or tangible things that qualify for protection under  
3 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
4 Statement.

5           2.4    Counsel: Outside Counsel of Record and House Counsel (as well as their  
6 support staff).

7           2.5    Designating Party: a Party or Non-Party that designates information or  
8 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

9           2.6    Disclosure or Discovery Material: all items or information, regardless of  
10 the medium or manner in which it is generated, stored, or maintained (including, among  
11 other things, testimony, transcripts, and tangible things), that are produced or generated  
12 in disclosures or responses to discovery in this matter.

13           2.7    Expert: a person with specialized knowledge or experience in a matter  
14 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
15 expert witness or as a consultant in this Action.

16           2.8    House Counsel: attorneys who are employees of a party to this Action.  
17 House Counsel does not include Outside Counsel of Record or any other outside  
18 counsel.

19           2.9    Non-Party: any natural person, partnership, corporation, association, or  
20 other legal entity not named as a Party to this action.

21           2.10   Outside Counsel of Record: attorneys who are not employees of a party to  
22 this Action but are retained to represent or advise a party to this Action and have  
23 appeared in this Action on behalf of that party or are affiliated with a law firm that has  
24 appeared on behalf of that party, including support staff.

25           2.11   Party: any party to this Action, including all of its officers, directors,  
26 employees, consultants, retained experts, and Outside Counsel of Record (and their  
27 support staffs).  
28

1           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
2       Discovery Material in this Action.

3           2.13 Professional Vendors: persons or entities that provide litigation support  
4       services (e.g., photocopying, videotaping, translating, preparing exhibits or  
5       demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
6       their employees and subcontractors.

7           2.14 Protected Material: any Disclosure or Discovery Material that is designated  
8       as “CONFIDENTIAL.”

9           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
10      from a Producing Party.

### 11           3.     SCOPE

12           The protections conferred by this Stipulation and Order cover not only Protected  
13       Material (as defined above), but also (1) any information copied or extracted from  
14       Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
15       Material; and (3) any testimony, conversations, or presentations by Parties or their  
16       Counsel that might reveal Protected Material.

17           Any use of Protected Material at trial shall be governed by the orders of the trial  
18       judge. This Order does not govern the use of Protected Material at trial.  
19

### 20           4.     DURATION

21           Once a case proceeds to trial, all of the court-filed information to be introduced  
22       that was previously designated as confidential or maintained pursuant to this protective  
23       order becomes public and will be presumptively available to all members of the public,  
24       including the press, unless compelling reasons supported by specific factual findings to  
25       proceed otherwise are made to the trial judge in advance of the trial. See Kamakana v.  
26       City and Cty. of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing  
27       “good cause” showing for sealing documents produced in discovery from “compelling  
28

reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.

## 5. **DESIGNATING PROTECTED MATERIAL**

5.1 **Exercise of Restraint and Care in Designating Material for Protection.** Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party’s attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 **Manner and Timing of Designations.** Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix, at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for

1 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,  
2 by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for  
4 inspection need not designate them for protection until after the inspecting Party has  
5 indicated which documents it would like copied and produced. During the inspection  
6 and before the designation, all of the material made available for inspection shall be  
7 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it  
8 wants copied and produced, the Producing Party must determine which documents, or  
9 portions thereof, qualify for protection under this Order. Then, before producing the  
10 specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to  
11 each page that contains Protected Material. If only a portion or portions of the material  
12 on a page qualifies for protection, the Producing Party also must clearly identify the  
13 protected portion(s) (e.g., by making appropriate markings in the margins).

14 (b) for testimony given in depositions that the Designating Party identify  
15 the Disclosure or Discovery Material on the record, before the close of the deposition.

16 (c) for information produced in some form other than documentary and for  
17 any other tangible items, that the Producing Party affix in a prominent place on the  
18 exterior of the container or containers in which the information is stored the legend  
19 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
20 protection, the Producing Party, to the extent practicable, shall identify the protected  
21 portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
23 to designate qualified information or items does not, standing alone, waive the  
24 Designating Party’s right to secure protection under this Order for such material. Upon  
25 timely correction of a designation, the Receiving Party must make reasonable efforts to  
26 assure that the material is treated in accordance with the provisions of this Order.

1           **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2           6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's Scheduling  
4 Order.

5           6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37-1, et seq. Any discovery motion must strictly  
7 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

8           6.3 Burden. The burden of persuasion in any such challenge proceeding shall  
9 be on the Designating Party. Frivolous challenges, and those made for an improper  
10 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)  
11 may expose the Challenging Party to sanctions. Unless the Designating Party has  
12 waived or withdrawn the confidentiality designation, all parties shall continue to afford  
13 the material in question the level of protection to which it is entitled under the Producing  
14 Party's designation until the Court rules on the challenge.

15  
16           **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

17           7.1 Basic Principles. A Receiving Party may use Protected Material that is  
18 disclosed or produced by another Party or by a Non-Party in connection with this Action  
19 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
20 Material may be disclosed only to the categories of persons and under the conditions  
21 described in this Order. When the Action has been terminated, a Receiving Party must  
22 comply with the provisions of section 13 below (FINAL DISPOSITION).

23           Protected Material must be stored and maintained by a Receiving Party at a  
24 location and in a secure manner that ensures that access is limited to the persons  
25 authorized under this Order.

26           7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
27 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party  
28 may disclose any information or item designated "CONFIDENTIAL" only to:



1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
2 as employees of said Outside Counsel of Record to whom it is reasonably necessary to  
3 disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of the  
5 Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom  
7 disclosure is reasonably necessary for this Action and who have signed the  
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9 (d) the Court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional  
12 Vendors to whom disclosure is reasonably necessary for this Action and who have  
13 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (g) the author or recipient of a document containing the information or a  
15 custodian or other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
17 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
18 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not  
19 be permitted to keep any confidential information unless they sign the  
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed  
21 by the Designating Party or ordered by the Court. Pages of transcribed deposition  
22 testimony or exhibits to depositions that reveal Protected Material may be separately  
23 bound by the court reporter and may not be disclosed to anyone except as permitted  
24 under this Stipulated Protective Order; and

25 (i) any mediator or settlement officer, and their supporting personnel,  
26 mutually agreed upon by any of the parties engaged in settlement discussions.



1                   **8.     PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
2                   **PRODUCED IN OTHER LITIGATION**

3                   If a Party is served with a subpoena or a court order issued in other litigation that  
4                   compels disclosure of any information or items designated in this Action as  
5                   “CONFIDENTIAL,” that Party must:

6                   (a) promptly notify in writing the Designating Party. Such notification shall  
7                   include a copy of the subpoena or court order;

8                   (b) promptly notify in writing the party who caused the subpoena or order to issue  
9                   in the other litigation that some or all of the material covered by the subpoena or order is  
10                  subject to this Protective Order. Such notification shall include a copy of this Stipulated  
11                  Protective Order; and

12                  (c) cooperate with respect to all reasonable procedures sought to be pursued by  
13                  the Designating Party whose Protected Material may be affected.

14                  If the Designating Party timely seeks a protective order, the Party served with the  
15                  subpoena or court order shall not produce any information designated in this action as  
16                  “CONFIDENTIAL” before a determination by the court from which the subpoena or  
17                  order issued, unless the Party has obtained the Designating Party’s permission. The  
18                  Designating Party shall bear the burden and expense of seeking protection in that court  
19                  of its confidential material and nothing in these provisions should be construed as  
20                  authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive  
21                  from another court.

22  
23                   **9.     A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
24                   **PRODUCED IN THIS LITIGATION**

25                  (a) The terms of this Order are applicable to information produced by a Non-  
26                  Party in this Action and designated as “CONFIDENTIAL.” Such information produced  
27                  by Non-Parties in connection with this litigation is protected by the remedies and relief  
28

provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

## **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve

all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as **Exhibit A**.

## **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the Court.

## **12. MISCELLANEOUS**

**12.1 Right to Further Relief.** Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

**12.2 Right to Assert Other Objections.** By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

**12.3 Filing Protected Material.** A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific

1 Protected Material at issue; good cause must be shown in the request to file under seal.  
2 If a Party's request to file Protected Material under seal is denied by the Court, then the  
3 Receiving Party may file the information in the public record unless otherwise instructed  
4 by the Court.

### 5 6 **13. FINAL DISPOSITION**

7 After the final disposition of this Action, within 60 days of a written request by  
8 the Designating Party, each Receiving Party must return all Protected Material to the  
9 Producing Party or destroy such material. As used in this subdivision, "all Protected  
10 Material" includes all copies, abstracts, compilations, summaries, and any other format  
11 reproducing or capturing any of the Protected Material. Whether the Protected Material  
12 is returned or destroyed, the Receiving Party must submit a written certification to the  
13 Producing Party (and, if not the same person or entity, to the Designating Party) by the  
14 60 day deadline that (1) identifies (by category, where appropriate) all the Protected  
15 Material that was returned or destroyed, and (2) affirms that the Receiving Party has not  
16 retained any copies, abstracts, compilations, summaries or any other format reproducing  
17 or capturing any of the Protected Material. Notwithstanding this provision, counsel are  
18 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and  
19 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,  
20 expert reports, attorney work product, and consultant and expert work product, even if  
21 such materials contain Protected Material. Any such archival copies that contain or  
22 constitute Protected Material remain subject to this Protective Order as set forth in  
23 Section 4 (DURATION).

### 24 **14. VIOLATION OF ORDER**

25 Any violation of this Order may be punished by any and all appropriate  
26 measures including, without limitation, contempt proceedings and/or monetary  
27 sanctions.  
28

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2  
3 **EISENBERG LAW GROUP PC**

4 Dated: May 20, 2024

5 By: /s/ Vick A. Petrosian

6 R. Bret Beattie, Esq.

7 Vick A. Petrosian, Esq.

8 Attorneys for Plaintiff, MARILYN

9 RAMOS CARABALLO

10 **MOKRI VANIS & JONES, LLP**

11 Dated: May 20, 2024

12 By: /s/ Daniel J. McKenzie

13 Namvar A. Mokri

14 Daniel J. McKenzie

15 Attorneys for Defendant, COSTCO

16 WHOLESALE CORPORATION

17 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

18 DATED: 5/21/24

19 

20 HONORABLE A. JOEL RICHLIN

21 United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [full name], of \_\_\_\_\_ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of Marilyn Ramos Caraballo v. Costco Wholesale Corporation, Case No.: 2:23-cv-09514-MRA-AJR. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

**SIGNATURE ATTESTATION**

Pursuant to Local Rule 5-4.3.4(a)(2)(i), Costco Wholesale Corporation attests that all signatories, listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

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